

Exhibit A

CLEVELAND, OHIO 44113

D1 FX

SUMMONS NO.
37486794

Rule 4 (B) Ohio

VS

THE LOOMIS COMPANY, ET AL

PLAINTIFF

DEFENDANT

SUMMONS

COLUMBUS OH 43215

You have been named defendant in a sums complaint (copy attached hereto) filed in Cuyahoga County Court of Common Pleas, Cuyahoga County Justice Center, Cleveland, Ohio 44113, by the plaintiff named herein.

You are hereby summoned and required to answer the complaint within 28 days after service of this summons upon you, exclusive of the day of service.

Said answer is required to be served on Plaintiff's Attorney (Address denoted by arrow at left.)

Your answer must also be filed with the court within 3 days after service of said answer on plaintiff's attorney.

If you fail to do so, judgment by default will be rendered against you for the relief demanded in the complaint.

Said answer is required to be served on:

Plaintiff's Attorney

MICHAEL T WILLIAMS
1801 EAST NINTH STREET

SUITE 1110
CLEVELAND, OH 44114-0000

Case has been assigned to Judge:

MAUREEN CLANCY

Do not contact judge. Judge's name is given for attorney's reference only.

NAILAH K. BYRD
Clerk of the Court of Common Pleas

DATE SENT

Jan 10, 2019

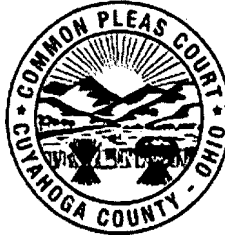
By

Deputy



COMPLAINT FILED 01/09/2019





NAILAH K. BYRD
CUYAHOGA COUNTY CLERK OF COURTS
1200 Ontario Street
Cleveland, Ohio 44113

Court of Common Pleas

New Case Electronically Filed:
January 9, 2019 15:35

By: JOHN F. GARSWOOD 0091434

Confirmation Nbr. 1594431

UH RAINBOW BABIES & CHILDREN'S HOSPITAL, ET
AL

CV 19 909373

vs.

THE LOOMIS COMPANY, ET AL

Judge: MAUREEN CLANCY

Pages Filed:

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

**UH RAINBOW BABIES &
CHILDREN'S HOSPITAL**
2101 Adelbert Rd.
Cleveland, OH 44106

and

**UH CLEVELAND MEDICAL
CENTER**
11100 Euclid Ave.
Cleveland, OH 44106

Plaintiffs,

v.

THE LOOMIS COMPANY
c/o Registered Agent
CORPORATION SERVICE
COMPANY
50 West Broad Street
Suite 1330
Columbus, OH 43215

and

**JOHN DOE EMPLOYEE BENEFIT
PLAN**
Address Unknown

Defendants.

) CASE NO.

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) JUDGE

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NOW COMES Plaintiffs, UH Rainbow Babies & Children's Hospital and/or UH
Cleveland Medical Center, by and through its counsel, and for its cause of action against
Defendants states that:

1. The within cause of action arose in Cuyahoga County, Ohio.

2. At all times relevant, Plaintiff, UH Rainbow Babies & Children's Hospital, was a not-for-profit corporation, registered in the State of Ohio, conducting business as a hospital.

3. At all times relevant, Plaintiff, UH Cleveland Medical Center, was a not-for-profit corporation, registered in the State of Ohio, conducting business as a hospital.

4. At all times relevant, Defendant The Loomis Company which upon information and belief, is an insurance company registered to conduct business in Ohio.

THE LOOMIS COMPANY

COUNT I

5. Plaintiff incorporates paragraphs 1 through 4 as if fully rewritten here.

6. At all times relevant hereto, Plaintiffs, UH Cleveland Medical Center and/or UH Rainbow Babies and Children's Hospital and Defendants were parties to a contract which required Plaintiffs to provide medical care and treatment to insureds of Defendant in exchange for a contracted rate of payment. (A copy of the contract is not attached hereto as it is subject to a confidentiality agreement and Defendant is in possession of an original copy)

7. Plaintiffs, UH Cleveland Medical Center and/or UH Rainbow Babies and Children's Hospital, provided medical service to the minor child of Michael Boerner, an insured of Defendant, herein referred to as O.B. for services rendered from 02/14/2018 through 06/15/2018, further identified as patient account no. *****0502.

8. Following O.B. 's discharge a bill was submitted to Defendant in the amount of \$1,313,871.68 for the services rendered from 02/14/2018 through 06/15/2018. A copy of the account statement is not attached to this Complaint in order to protect the

patient's personal health information. However, a statement was provided to Defendant, and one will be provided to the Court upon request and under seal.

9. Defendant, The Loomis Company has denied the claim without good cause.

10. Defendant, The Loomis Company has failed to pay the charges for this account.

11. Demand has been made upon Defendant to liquidate the balance; however, Defendant has failed to do so.

COUNT II

12. Plaintiff incorporates paragraphs 1 through 11 as if fully rewritten here.

13. At all times relevant hereto, Plaintiffs, UH Cleveland Medical Center and/or UH Rainbow Babies and Children's Hospital and Defendants were parties to a contract which required Plaintiffs to provide medical care and treatment to insureds of Defendant in exchange for a contracted rate of payment. (A copy of the contract is not attached hereto as it is subject to a confidentiality agreement and Defendant is in possession of an original copy)

14. Plaintiffs, UH Cleveland Medical Center and/or UH Rainbow Babies & Children's Hospital, provided medical service to the minor child of Michael Boerner, an insured of Defendant, herein referred to as O.B. for services rendered from 02/14/2018 through 03/20/2018, further identified as patient account no. *****8001.

15. Following O.B. 's discharge a bill was submitted to Defendant in the amount of \$470,295.25 for the services rendered from 02/14/2018 through 03/2018. A copy of the account statement is not attached to this Complaint in order to protect the

patient's personal health information. However, a statement was provided to Defendant, and one will be provided to the Court upon request and under seal.

16. Defendant, The Loomis Company has denied the claim without good cause.

17. Defendant, The Loomis Company has failed to pay the charges for this account.

18. Demand has been made upon Defendant to liquidate the balance; however, Defendant has failed to do so.

COUNT III

19. Plaintiff incorporates paragraphs 1 through 18 as if fully rewritten here.

20. At all times relevant hereto, Plaintiffs, UH Cleveland Medical Center and/or UH Rainbow Babies and Children's Hospital and Defendants were parties to a contract which required Plaintiffs to provide medical care and treatment to insureds of Defendant in exchange for a contracted rate of payment. (A copy of the contract is not attached hereto as it is subject to a confidentiality agreement and Defendant is in possession of an original copy)

21. Plaintiffs, UH Cleveland Medical Center and/or UH Rainbow Babies and Children's Hospital, provided medical service to the minor child of Michael Boerner, an insured of Defendant, herein referred to as O.B. for services rendered from 03/21/2018 through 04/24/2018, further identified as patient account no. *****8002.

22. Following O.B. 's discharge a bill was submitted to Defendant in the amount of \$398,770.52 for the services rendered from 03/21/2018 through 04/24/2018. A copy of the account statement is not attached to this Complaint in order to protect the

patient's personal health information. However, a statement was provided to Defendant, and one will be provided to the Court upon request and under seal.

23. Defendant, The Loomis Company has denied the claim without good cause.

24. Defendant, The Loomis Company has failed to pay the charges for this account.

25. Demand has been made upon Defendant to liquidate the balance; however, Defendant has failed to do so.

COUNT IV

26. Plaintiff incorporates paragraphs 1 through 25 as if fully rewritten here.

27. At all times relevant hereto, Plaintiffs, UH Cleveland Medical Center and/or UH Rainbow Babies and Children's Hospital and Defendants were parties to a contract which required Plaintiffs to provide medical care and treatment to insureds of Defendant in exchange for a contracted rate of payment. (A copy of the contract is not attached hereto as it is subject to a confidentiality agreement and Defendant is in possession of an original copy)

28. Plaintiffs, UH Cleveland Medical Center and/or UH Rainbow Babies and Children's Hospital, provided medical service to the minor child of Michael Boerner, an insured of Defendant, herein referred to as O.B. for services rendered from 04/25/2018 through 05/29/2018, further identified as patient account no. *****8003.

29. Following O.B. 's discharge a bill was submitted to Defendant in the amount of \$324,939.98 for the services rendered from 04/25/2018 through 05/29/2018. A copy of the account statement is not attached to this Complaint in order to protect the

patient's personal health information. However, a statement was provided to Defendant, and one will be provided to the Court upon request and under seal.

30. Defendant, The Loomis Company has denied the claim without good cause.

31. Defendant, The Loomis Company has failed to pay the charges for this account.

32. Demand has been made upon Defendant to liquidate the balance; however, Defendant has failed to do so.

COUNT V

33. Plaintiff incorporates paragraphs 1 through 32 as if fully rewritten here.

34. At all times relevant hereto, Plaintiffs, UH Cleveland Medical Center and/or UH Rainbow Babies and Children's Hospital and Defendants were parties to a contract which required Plaintiffs to provide medical care and treatment to insureds of Defendant in exchange for a contracted rate of payment. (A copy of the contract is not attached hereto as it is subject to a confidentiality agreement and Defendant is in possession of an original copy)

35. Plaintiffs, UH Cleveland Medical Center and/or UH Rainbow Babies and Children's Hospital, provided medical service to the minor child of Michael Boerner, an insured of Defendant, herein referred to as O.B. for services rendered from 05/30/2018 through 06/15/2018, further identified as patient account no. *****8004.

36. Following O.B. 's discharge a bill was submitted to Defendant in the amount of \$119, 865.65 for the services rendered from 05/30/2018 through 06/15/2018. A copy of the account statement is not attached to this Complaint in order to protect the

patient's personal health information. However, a statement was provided to Defendant, and one will be provided to the Court upon request and under seal.

37. Defendant, The Loomis Company has denied the claim without good cause.

38. Defendant, The Loomis Company has failed to pay the charges for this account.

39. Demand has been made upon Defendant to liquidate the balance; however, Defendant has failed to do so.

COUNT VI

40. Plaintiff incorporates paragraphs 1 through 39 as if fully rewritten here.

41. At all times relevant hereto, Plaintiffs, UH Cleveland Medical Center and/or UH Rainbow Babies and Children's Hospital and Defendants were parties to a contract which required Plaintiffs to provide medical care and treatment to insureds of Defendant in exchange for a contracted rate of payment. (A copy of the contract is not attached hereto as it is subject to a confidentiality agreement and Defendant is in possession of an original copy)

42. Plaintiffs, UH Cleveland Medical Center and/or UH Rainbow Babies and Children's Hospital, provided medical service to the minor child of Michael Boerner, an insured of Defendant, herein referred to as O.B. for services rendered from 07/13/2018 through 07/14/2018, further identified as patient account no. *****5300.

43. Following O.B. 's discharge a bill was submitted to Defendant in the amount of \$33,612.22 for the services rendered from 07/13/2018 through 07/14/2018. A copy of the account statement is not attached to this Complaint in order to protect the

patient's personal health information. However, a statement was provided to Defendant, and one will be provided to the Court upon request and under seal.

44. Defendant, The Loomis Company has denied the claim without good cause.

45. Defendant, The Loomis Company has failed to pay the charges for this account.

46. Demand has been made upon Defendant to liquidate the balance; however, Defendant has failed to do so.

JOHN DOE EMPLOYEE BENEFIT PLAN

COUNT VII

47. Plaintiff incorporates paragraphs 1 through 46 as if fully rewritten here.

48. At all times relevant hereto, Plaintiffs, UH Cleveland Medical Center and/or UH Rainbow Babies and Children's Hospital and Defendants were parties to a contract which required Plaintiffs to provide medical care and treatment to insureds of Defendant in exchange for a contracted rate of payment. (A copy of the contract is not attached hereto as it is subject to a confidentiality agreement and Defendant is in possession of an original copy)

49. Plaintiffs, UH Cleveland Medical Center and/or UH Rainbow Babies and Children's Hospital, provided medical service to the minor child of Michael Boerner, an insured of Defendant, herein referred to as O.B. for services rendered from 02/14/2018 through 06/15/2018, further identified as patient account no. *****0502.

50. Following O.B. 's discharge a bill was submitted to Defendant in the amount of \$1,313,871.68 for the services rendered from 02/14/2018 through 06/15/2018.

A copy of the account statement is not attached to this Complaint in order to protect the patient's personal health information. However, a statement was provided to Defendant, and one will be provided to the Court upon request and under seal.

51. Defendant, John Doe Employee Benefit Plan has denied the claim without good cause.

52. Defendant, John Doe Employee Benefit Plan has failed to pay the charges for this account.

53. Demand has been made upon Defendant to liquidate the balance; however, Defendant has failed to do so.

COUNT VIII

54. Plaintiff incorporates paragraphs 1 through 53 as if fully rewritten here.

55. At all times relevant hereto, Plaintiffs, UH Cleveland Medical Center and/or UH Rainbow Babies and Children's Hospital and Defendants were parties to a contract which required Plaintiffs to provide medical care and treatment to insureds of Defendant in exchange for a contracted rate of payment. (A copy of the contract is not attached hereto as it is subject to a confidentiality agreement and Defendant is in possession of an original copy)

56. Plaintiffs, UH Cleveland Medical Center and/or UH Rainbow Babies and Children's Hospital, provided medical service to the minor child of Michael Boerner, an 0or services rendered from 02/14/2018 through 06/15/2018, further identified as patient account no. *****8001.

57. Following O.B. 's discharge a bill was submitted to Defendant in the amount of \$470,295.25 for the services rendered from 02/14/2018 through 03/20/2018.

A copy of the account statement is not attached to this Complaint in order to protect the patient's personal health information. However, a statement was provided to Defendant, and one will be provided to the Court upon request and under seal.

58. Defendant, John Doe Employee Benefit Plan has denied the claim without good cause.

59. Defendant, John Doe Employee Benefit Plan has failed to pay the charges for this account.

60. Demand has been made upon Defendant to liquidate the balance; however, Defendant has failed to do so.

COUNT IX

61. Plaintiff incorporates paragraphs 1 through 60 as if fully rewritten here.

62. At all times relevant hereto, Plaintiffs, UH Cleveland Medical Center and/or UH Rainbow Babies and Children's Hospital and Defendants were parties to a contract which required Plaintiffs to provide medical care and treatment to insureds of Defendant in exchange for a contracted rate of payment. (A copy of the contract is not attached hereto as it is subject to a confidentiality agreement and Defendant is in possession of an original copy)

63. Plaintiffs, UH Cleveland Medical Center and/or UH Rainbow Babies and Children's Hospital, provided medical service to the minor child of Michael Boerner, an 0or services rendered from 03/21/2018 through 04/24/2018, further identified as patient account no. *****8002.

64. Following O.B. 's discharge a bill was submitted to Defendant in the amount of \$398,770.52 for the services rendered from 03/21/2018 through 04/24/2018.

A copy of the account statement is not attached to this Complaint in order to protect the patient's personal health information. However, a statement was provided to Defendant, and one will be provided to the Court upon request and under seal.

65. Defendant, John Doe Employee Benefit Plan has denied the claim without good cause.

66. Defendant, John Doe Employee Benefit Plan has failed to pay the charges for this account.

67. Demand has been made upon Defendant to liquidate the balance; however, Defendant has failed to do so.

COUNT X

68. Plaintiff incorporates paragraphs 1 through 67 as if fully rewritten here.

69. At all times relevant hereto, Plaintiffs, UH Cleveland Medical Center and/or UH Rainbow Babies and Children's Hospital and Defendants were parties to a contract which required Plaintiffs to provide medical care and treatment to insureds of Defendant in exchange for a contracted rate of payment. (A copy of the contract is not attached hereto as it is subject to a confidentiality agreement and Defendant is in possession of an original copy)

70. Plaintiffs, UH Cleveland Medical Center and/or UH Rainbow Babies and Children's Hospital, provided medical service to the minor child of Michael Boerner, and/or services rendered from 04/25/2018 through 05/29/2018, further identified as patient account no. *****8003.

71. Following O.B. 's discharge a bill was submitted to Defendant in the amount of \$324,939.98 for the services rendered from 04/25/2018 through 05/29/2018.

A copy of the account statement is not attached to this Complaint in order to protect the patient's personal health information. However, a statement was provided to Defendant, and one will be provided to the Court upon request and under seal.

72. Defendant, John Doe Employee Benefit Plan has denied the claim without good cause.

73. Defendant, John Doe Employee Benefit Plan has failed to pay the charges for this account.

74. Demand has been made upon Defendant to liquidate the balance; however, Defendant has failed to do so.

COUNT XI

75. Plaintiff incorporates paragraphs 1 through 74 as if fully rewritten here.

76. At all times relevant hereto, Plaintiffs, UH Cleveland Medical Center and/or UH Rainbow Babies and Children's Hospital and Defendants were parties to a contract which required Plaintiffs to provide medical care and treatment to insureds of Defendant in exchange for a contracted rate of payment. (A copy of the contract is not attached hereto as it is subject to a confidentiality agreement and Defendant is in possession of an original copy)

77. Plaintiffs, UH Cleveland Medical Center and/or UH Rainbow Babies and Children's Hospital, provided medical service to the minor child of Michael Boerner, and/or services rendered from 05/30/2018 through 06/15/2018, further identified as patient account no. *****8004.

78. Following O.B. 's discharge a bill was submitted to Defendant in the amount of \$119,865.65 for the services rendered from 05/30/2018 through 06/15/2018.

A copy of the account statement is not attached to this Complaint in order to protect the patient's personal health information. However, a statement was provided to Defendant, and one will be provided to the Court upon request and under seal.

79. Defendant, John Doe Employee Benefit Plan has denied the claim without good cause.

80. Defendant, John Doe Employee Benefit Plan has failed to pay the charges for this account.

81. Demand has been made upon Defendant to liquidate the balance; however, Defendant has failed to do so.

COUNT XII

82. Plaintiff incorporates paragraphs 1 through 81 as if fully rewritten here.

83. At all times relevant hereto, Plaintiffs, UH Cleveland Medical Center and/or UH Rainbow Babies and Children's Hospital and Defendants were parties to a contract which required Plaintiffs to provide medical care and treatment to insureds of Defendant in exchange for a contracted rate of payment. (A copy of the contract is not attached hereto as it is subject to a confidentiality agreement and Defendant is in possession of an original copy)

84. Plaintiffs, UH Cleveland Medical Center and/or UH Rainbow Babies and Children's Hospital, provided medical service to the minor child of Michael Boerner, an or services rendered from 07/13/2018 through 07/14/2018, further identified as patient account no. *****5300.

85. Following O.B. 's discharge a bill was submitted to Defendant in the amount of \$33,612.22 for the services rendered from 07/13/2018 through 07/14/2018. A

copy of the account statement is not attached to this Complaint in order to protect the patient's personal health information. However, a statement was provided to Defendant, and one will be provided to the Court upon request and under seal.

86. Defendant, John Doe Employee Benefit Plan has denied the claim without good cause.

87. Defendant, John Doe Employee Benefit Plan has failed to pay the charges for this account.

88. Demand has been made upon Defendant to liquidate the balance; however, Defendant has failed to do so.

WHEREFORE, for Counts I through XII, Plaintiffs, prays that this Court grant Plaintiff judgment against Defendants, both jointly and severly, in the amount of \$2,252,352.01 together with interest at the statutorily allowed rate from the date of judgment and costs of the within action.

Respectfully submitted,

DREYFUSS WILLIAMS & ASSOCIATES CO., L.P.A.

By: 

John F. Garswood (#0091434)

Michael T. Williams (#0059933)

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